

THE HONORABLE THOMAS S. ZILLY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

SEATTLE TIMES COMPANY,

Plaintiff,

vs.

LEATHERCARE, INC.,

Defendant.

NO. 2: 15-cv-01901-TSZ

SEATTLE TIMES COMPANY'S
ANSWER TO
LEATHERCARE, INC.'S
COUNTERCLAIMS

The plaintiff, Seattle Times Company ("STC"), answers defendant LeatherCare Inc.'s ("LeatherCare") counterclaims as follows:

FIRST COUNTERCLAIM FOR DECLARATORY JUDGMENT UNDER MTCA

1. STC states that no response is required to Paragraph 1.
2. STC states that no response is required to Paragraph 2, because it asserts legal conclusions. If a response is required, STC denies the allegations.
3. STC admits that it purchased the Troy Property from Troy Linen and Uniform Service, Inc., but denies the remaining allegations set forth in Paragraph 3.

1 4. STC admits that it took title to the Troy Property on March 5, 1985 and that STC
2 owned the property in excess of 26 years, from March 5, 1985 to June 10, 2011, but denies all
3 remaining allegations set forth in Paragraph 4.

4 5. STC states that no response is required to Paragraph 5, because it asserts legal
5 conclusions. If a response is required, STC denies the allegations.

6 6. STC denies the allegations set forth in Paragraph 6.

7 7. STC denies the allegations set forth in Paragraph 7.

8 8. STC admits the allegations set forth in Paragraph 8.

9 9. STC admits that it was assigned a lease between Troy Linen and Uniform Service
10 Inc. and LeatherCare, but denies all remaining allegations set forth in Paragraph 9.

11 10. STC denies the allegations set forth in Paragraph 10.

12 11. STC denies the allegations set forth in Paragraph 11.

13 12. STC denies the allegations set forth in Paragraph 12.

14 **SECOND COUNTERCLAIM FOR DECLARATORY JUDGMENT UNDER CERCLA**
 § 113(f) AND MTCA RCW 70.105d.080

15 13. STC incorporates its responses to Paragraphs 1-12.

16 14. STC denies the allegations set forth in Paragraph 14.

17 15. STC denies the allegations set forth in Paragraph 15.

18 **THIRD COUNTERCLAIM FOR CONTRIBUTION UNDER CERCLA § 113(f)**

19 16. STC incorporates its responses to Paragraphs 1-15.

20 17. STC denies the allegations set forth in Paragraph 17.

21 **PRAYER FOR RELIEF**

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23 No response is required to LeatherCare's prayer for relief. If a response is required, STC
24 denies that LeatherCare is entitled to any relief.

1 Respectfully submitted this 19th day of February, 2016.

2
3 s/ Jeff B. Kray
4 Jeff B. Kray, WSBA No. 22174

5 MARTEN LAW PLLC
6 1191 Second Avenue, Suite 2200
7 Seattle, WA 98101
8 Ph: 206-292-2600
9 Fax: 206-292-2601
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CERTIFICATE OF SERVICE

I hereby certify that on February 19, 2016 I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will electronically serve all counsel of record.

s/ Jeff B. Kray
Jeff B. Kray, WSBA No. 22174
MARTEN LAW PLLC
1191 Second Avenue, Suite 2200
Seattle, WA 98101
Ph: 206-292-2600
Fax: 206-292-2601